



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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BOARD OF SUPERVISORS

Gloria Molina
First District

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Second District

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Michael D. Antonovich
Fifth District

October 19, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 October 19, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL TO ACCEPT A COOPERATIVE AGREEMENT FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION EFFECTIVE SEPTEMBER 30, 2010 THROUGH SEPTEMBER 29, 2011 AND AUTHORIZE EXECUTION OF A SOLE SOURCE AGREEMENT WITH TO HELP EVERYONE CLINIC, INC. EFFECTIVE UPON BOARD APPROVAL THROUGH SEPTEMBER 29, 2011

**(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to accept a Notice of Cooperative Agreement from the Centers for Disease Control and Prevention to continue to support and enhance routine Human Immunodeficiency Virus and sexually transmitted disease testing services in new clinical and non-clinical venues and accept future awards and/or amendments and authorization to enter into a new sole source agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept the Notice of Cooperative Agreement (NCA) Number 1U62PS003224-01, Exhibit I, from the Centers for Disease Control and Prevention (CDC) for the Expanded Testing Initiative (ETI) to support DPH's Office of AIDS Programs and Policy (OAPP), effective September 30, 2010 through September 29, 2011 in the amount of \$1,327,515.
2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments for ETI that are consistent with the requirements of the CDC's NCA that extend the term of funding through September 29, 2014, allow for the rollover of unspent funds, and/or provide

an increase or decrease in funding up to 25 percent of each year's base award, subject to review and approval by County Counsel and the CEO, and notification to your Board.

3. Approve and instruct the Director of DPH, or his designee, to execute a new sole source agreement with To Help Everyone Clinic, Inc. (T.H.E. Clinic) for the provision of ETI services, substantially similar to Exhibit II, effective upon execution by both parties, but no sooner than Board approval, through September 29, 2011, with provisions for three 12 month extensions through September 29, 2014, for a total annual maximum obligation of \$100,000 (\$400,000 cumulative maximum obligation), 100 percent offset by CDC funds, subject to the availability of funds.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the agreement with T.H.E. Clinic that permit the rollover of unspent funds and/or increase or decrease the maximum obligations up to 25 percent of each year's annual obligation, contingent upon the availability of CDC funds, subject to review and approval by County Counsel and the CEO, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the CDC funding is to continue to expand routine HIV testing services to new clinical and non-clinical venues to reach vulnerable populations that continue to be disproportionately affected by HIV, with an emphasis on African Americans. The CDC's testing goal for OAPP is to conduct an average of 29,666 HIV tests per year and identify at least 242 new HIV-positive individuals and link them with care and partner services.

Approval of Recommendation 1 allows DPH OAPP to accept the NCA from the CDC to continue and expand the ETI program. The purpose of the ETI program is to expand routine HIV testing services to new clinical and non-clinical venues to reach vulnerable populations that continue to be disproportionately affected by HIV.

Approval of Recommendation 2 will allow DPH to accept future awards and amendments for ETI that extend the term of funding through September 29, 2014, allow for the rollover of unspent funds and/or increase or decrease each year's base award by 25 percent to continue to support ETI and rapidly implement changes in allocation without a disruption in services.

Approval of Recommendation 3 will allow DPH to enter into a sole source agreement with T.H.E. Clinic to continue providing HIV testing services under the second phase of the ETI program. CDC strongly recommended OAPP contract with T.H.E. Clinic in ETI Phase two to continue to assist OAPP to meet the requirements stipulated by the CDC for the ETI program. These requirements are that a provider: 1) serve disproportionately underserved populations, primarily African American; 2) provide a range of non-HIV services which includes primary and preventive medical services into which HIV testing can be incorporated; and 3) operate a clinic geographically located in the communities it serves.

Finally, given the short timeframe under which OAPP must ensure continuation of the ETI program stipulated by the grant, T.H.E. Clinic will be able to immediately continue their current work under this second phase avoiding a critical gap in needed services

The balance of the NCA funds, in the estimated annual amount of \$1,227,515, will also support the service agreements including new service agreements with the Los Angeles Sheriff's Department to perform HIV testing at jail sites and inmate reception centers, a service agreement with LAC+USC

Medical Center to conduct routine testing in their emergency department, and HIV and STD Test Kits, existing OAPP personnel costs, and other operating costs.

Approval of Recommendation 4 will allow DPH to increase and/or decrease each year's maximum obligation by 25 percent in response to changes in CDC funding, and extend the terms of the agreement through September 29, 2014 and implement changes in allocation without disruption in services.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Approval of the recommended actions allows DPH to accept the CDC NCA in the amount of \$1,327,515 for the period September 30, 2010, through September 29, 2011.

The annual obligation of the sole source agreement with T.H.E. Clinic is \$100,000, effective upon execution by both parties, but no sooner than Board approval, through September 29, 2011, with provisions for three 12 month extensions through September 29, 2014, for a total potential maximum obligation of \$400,000, fully offset by the CDC grant funds.

The balance of the NCA funds, in the estimated annual amount of \$1,227,515, will support existing service agreements with other County departments, HIV and STD test kits, OAPP personnel costs, and other operating costs.

DPH will return to your Board for approval of an Appropriation Adjustment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These funds will support the second round of ETI collaboration between OAPP and their partners. These partners include: the Los Angeles Sheriff's Department, the DPH STD Program, the LAC +USC Medical Center, and T.H.E. Clinic. Through these partners, the ETI program supports greater integration of HIV and STD testing services and expands HIV counseling and HIV/STD testing to reach a larger high-risk population. This collaboration enables DPH to be more competitive for future funding, specifically for program integration and collaboration initiatives promoted by the CDC.

In June 2010, OAPP submitted its competitive application to receive funding to continue the ETI program. The NOA was received by OAPP on September 20, 2010. According to CDC requirements, the second round of the ETI program should start immediately. In order to meet the grant timeline set forth in the CDC's funding announcement, DPH must be prepared, if funded, to support a rapid implementation of grant activities.

CONTRACTING PROCESS

Due to the CDC strongly recommending that OAPP contract with T.H.E. Clinic in ETI Phase two and the short time between the grant award announcement and the expected start of the program, OAPP proposes to continue to work with T.H.E. Clinic through a sole source contract. This agreement will allow the continuation of T.H.E. Clinic's crucial participation in the ETI Program in serving a geographically underserved population.

Exhibit I is the CDC NCA. Exhibit II has been approved as to form by County Counsel.

Attachment A is the Sole Source Checklist.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to accept the NCA for the ETI program which will continue to expand the County's HIV/STD testing services to clinical and non-clinical venues in an effort to increase capabilities for HIV/STD testing services.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:mjp:yl

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



Grant Number: 1U62PS003224-01

Principal Investigator(s):
MARIO PEREZ

Project Title: PS10-10138, EXPANDED HIV TESTING FOR DISPROPORTIONATELY AFFECTED POPULATIONS

FINANCIAL OFFICER
LA DEPT OF HEALTH
600 S. COMMONWEALTH AVENUE, 6TH
LOS ANGELES, CA 90005

Award e-mailed to: tduenas@ph.lacounty.gov

Budget Period: 09/30/2010 – 09/29/2011

Project Period: 09/30/2010 – 09/29/2013

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$1,327,515 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of 307,317K2 PHSA,42USC241,247BK2,PL108 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,



Roslyn Curington
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

Award Calculation (U.S. Dollars)

Salaries and Wages	\$139,064
Fringe Benefits	\$71,000
Personnel Costs (Subtotal)	\$210,064
Supplies	\$457,369
Travel Costs	\$25,604
Other Costs	\$31,049
Consortium/Contractual Cost	\$603,429

Federal Direct Costs	\$1,327,515
Approved Budget	\$1,327,515
Federal Share	\$1,327,515
TOTAL FEDERAL AWARD AMOUNT	\$1,327,515

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$1,327,515

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02 \$1,327,515
03 \$1,327,515

Fiscal Information:

CFDA Number: 93.943
EIN: 1956000927A1
Document Number: 003224HT10

IC	CAN	2010	2011	2012
PS	921Z9HC	\$1,129,118	\$1,327,515	\$1,327,515
PS	939ZCLQ	\$52,830		
PS	939ZDEV	\$145,567		

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$1,327,515	\$1,327,515
2	\$1,327,515	\$1,327,515
3	\$1,327,515	\$1,327,515

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:
PCC: N / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U62PS003224-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U62PS003224-01

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

EXHIBIT I

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

National Center For Hiv, Viral Hepatitis, Stds And Tb Prevention (PS)

Treatment of Program Income:
Additional Costs

SECTION IV – PS Special Terms and Conditions – 1U62PS003224-01

Funding Opportunity Announcement Number (FOA), PS10-10138
Award Number, 1U62PS003224-01 (LOS ANGELES)
Approval List Number, C0143R10

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

NOTE 1. INCORPORATION. Funding Opportunity Announcement Number PS10-10138 titled, Expanded HIV Testing for Disproportionately Affected Populations, as amended, additional requirements, the application dated June 23, 2010 and the budget discussions dated September 8, 2010, are made a part of this award by reference.

NOTE 2. SUMMARY STATEMENT. Attached to this Notice of Award is a Summary Statement, which is a summary of reviewer comments, recommendations, strengths, and weaknesses.

NOTE 3. APPROVED FUNDING. Funding in the amount of \$1,327,515 is approved for the Year 01 budget period, which is September 30, 2010, through September 29, 2011. All funding for future years is based on satisfactory programmatic progress and subject to the availability of funds.

NOTE 4. APPROVED INTERVENTIONS. Funds are approved to implement the following:

Part A: \$1,132,533
Part B: \$194,982
Total: \$1,327,515

NOTE 5a. SPECIAL AWARD CONDITION:

a. **REVISE BUDGET:** As discussed during the budget discussion, adjustments to the budget were made to match approved funding level. The difference was deducted from the Supplies budget category. A revised budget for the amount of the approved funding level listed above must be submitted no later than October 30, 2010. Failure to submit the required information in a timely manner may adversely effect the future funding of this project. If the information cannot be provided by the due date, you must submit a letter explaining the reason and state the date by which the Grants Officer will receive the information.

NOTE 5b. ADDITIONAL PROGRAMMATIC REQUIREMENTS.

- a. Appropriate grantee staff is required to attend all CDC mandatory meetings, trainings, and conferences, including a weeklong orientation meeting as scheduled by CDC.
- b. Grantees will be expected to follow CDC guidance on assuring confidentiality and security of data, including signatures from each directly funded agency on (1) the Data Security Memorandum of Understanding and (2) the associated Rules of Behavior for CDC Grantees Regarding National HIV Prevention Program Monitoring and Evaluation Data, both of which will be provided by CDC. Grantees will also be provided with a copy of the Assurance of Confidentiality for National HIV

NOTE 6. INDIRECT COSTS. N/A.

NOTE 7. REPORTING REQUIREMENTS.

a.) Annual Financial Status Report (FSR, SF 269 or SF 269A). The FSR for this budget period is due to the Grants Management Specialist by December 30, 2011. Reporting timeframe is September 30, 2010, through September 30, 2011 (Year 01). The FSR should only include those funds authorized and disbursed during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked not final, and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting, <http://www.whitehouse.gov/omb/grants/sf269a.pdf> (short form) or <http://www.whitehouse.gov/omb/grants/sf269.pdf> (long form).

Failure to submit the required information in a timely manner may adversely effect the future funding of this project. If the information cannot be provided by the due date, you must submit a letter explaining the reason and state the date by which the Grants Officer will receive the information.

ANNUAL PROGRESS REPORTING. Annual progress reports are a requirement of this program, due 90 days following the end of each budget period.

a.) Interim Progress Report (IPR). The IPR will serve as the non-competing continuation application. IPR reporting timeframe is September 30, 2010, through March 29, 2011. This report must be submitted via www.grants.gov. A due date and specific IPR guidance will be provided at a later date.

b.) Annual Progress Report (APR). The APR will be due 90 days after the end of the budget period, December 30, 2011. Reporting timeframe is September 30, 2010, through September 30, 2011 (Year 01). APR programmatic guidance will be provided by the program office at a later date.

NOTE 8. HIV PROGRAM REVIEW PANEL REQUIREMENT. All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials have to be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist with the Interim Progress Report.

NOTE 9. ASSURANCE OF COMPLIANCE. Web page notices must be used on websites to alert individuals who may be searching or browsing the web. The certification of compliance with this requirement must be signed and returned to the Procurement and Grants Office. Not complying with these requirements will result in restrictions or disallowance of funds related to the use of the unapproved materials and related staff activities.

NOTE 10. CORRESPONDENCE. ALL correspondence (including emails and faxes) regarding this award must be dated and identified with the AWARD NUMBER as shown at the top left of this page, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist.

NOTE 11. PRIOR APPROVAL. All requests, that require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request. Refer to the HHS Grants Policy Statement, <http://www.hhs.gov/grantsnet/adminis/gpd/>

Prior approval is required but is not limited to the following types of requests. 1) Use of unobligated funds from prior budget period (Carryover), 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant, 5) Supplemental funds, 6) Response to Technical Review, or 7) Change in Key Personnel.

NOTE 13. PUBLICATIONS. Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as,

This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

NOTE 14. CANCEL YEAR. 31 U.S.C. 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed year appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

FY 2005 funds will expire September 30, 2010. All FY 2005 funds should be drawn down and reported to Payment Management System (PMS) prior to September 30, 2010. After this date, corrections or cash requests will not be permitted.

NOTE 15. CONFERENCE DISCLAIMER AND USE OF LOGOS.

Disclaimer. Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites,

Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government

Logos. Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

NOTE 16. EQUIPMENT AND PRODUCTS. To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as Tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization policy.

The grantee may use its own property management standards and procedures provided it observes the provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92:

i. Office of Management and Budget (OMB) Circular A-110, Sections 31 through 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

ii. 45 CFR Parts 92.31 and 92.32 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments: http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

EXHIBIT I

Note 17. **TRAFFICKING IN PERSONS.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons_shtm

Note 18. **ACKNOWLEDGMENT OF FEDERAL SUPPORT.** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

NOTE 19. AUTOMATIC DRAWDOWN.

PAYMENT INFORMATION: Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). The Division of Payment Management; Program Support Center, administers PMS, HHS administers PMS. PMS will forward instructions for obtaining payments.

A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director
Division of Payment Management
OS/ASAM/PSC/FMS/DPM
P.O. Box 6021
Rockville, MD 20852

Phone Number: (877) 614-5533

Fax Numbers: Governmental and Tribal Payment Branch (301) 443-2569

Email PMSSupport@psc.gov

Website: http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike
Rockville, MD 20852

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

NOTE 20. CERTIFICATION STATEMENT: By drawing down funds, Awardee certifies that proper financial management controls and accounting systems to include personnel policies and procedures have been established to adequately administer Federal awards and funds drawn down are being used in accordance with applicable Federal cost principles, regulations, and the President's Budget and Congressional intent.

Note 21. **AUDIT REQUIREMENT.** An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditors report(s), or nine months after the end of the audit period. The audit report must be sent to:

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or grant funds received exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantees own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipients records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

NOTE 22. CDC CONTACT NAMES.

Business and Grants Policy Contact

Louvern Asante, Grants Management
Centers for Disease Control, PGO, Branch I
2960 Brandywine Road, Mail Stop E-15
Atlanta, GA 30341-4146
Telephone: (770) 488-2835
Fax: (770) 488-2820
Email: LHA5@cdc.gov

Programmatic and Technical Contact

Jeffery Brock, Project Officer
Centers for Disease Control and Prevention
Division of HIV/AIDS Prevention
Prevention Program Branch
8 Corporate Blvd, Mail Stop E-58
Atlanta, GA 30329
Telephone: 404-639-8015
Email: ihu8@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Louvern Asante
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
Koger Center, Colgate
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: lha5@cdc.gov **Phone:** (770) 488-2835 **Fax:** 770-488-2868

Grants Management Officer: Roslyn Curington
Centers for Disease Control and Prevention
OD/OCOO/PGO/AABI
Koger Center, Colgate Builder
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: rcurington@cdc.gov **Phone:** (770) 488-2832 **Fax:** 770-488-2868

SPREADSHEET SUMMARY

GRANT NUMBER: 1U62PS003224-01

Budget	Year 1	Year 2	Year 3
Salaries and Wages	\$139,064		
Fringe Benefits	\$71,000		
Personnel Costs (Subtotal)	\$210,064		
Supplies	\$457,369		
Travel Costs	\$25,604		
Other Costs	\$31,049		
Consortium/Contractual Cost	\$603,429		
TOTAL FEDERAL DC	\$1,327,515	\$1,327,515	\$1,327,515
TOTAL FEDERAL F&A			
TOTAL COST	\$1,327,515	\$1,327,515	\$1,327,515

EXHIBIT II

Contract No. PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
EXPANDED TESTING INITIATIVE SERVICES AGREEMENT**

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EXHIBIT II

Contract No. PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
EXPANDED TESTING INITIATIVE SERVICES AGREEMENTS**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2010,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and _____
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board") the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health (hereafter "DPH" or "Department"), to prevent the spread
or occurrence of contagious, infectious, or communicable diseases within the
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy
(hereafter "OAPP") under the administrative direction of County's DPH; and

WHEREAS, County's OAPP is responsible for County's HIV/AIDS programs and
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH
or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Public Health (hereafter "CDPH"), and Centers for Disease Control and Prevention (hereafter "CDC"), to establish an HIV/AIDS Program (hereafter "Program"); and

WHEREAS, as a recipient of State funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State and CDC funds, Contractor must actively collaborate, recruit and refer to Ryan White Program service organizations and send referrals to agencies beyond the Ryan White Program service delivery system, including, but not limited to: substance abuse, mental health, and primary health care and social services organizations.

WHEREAS, as a recipient of State funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in instances where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS counseling and testing prevention services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on _____ and shall continue in full force and effect through _____, subject to the availability of federal, State, or County funding sources. County shall have the sole and exclusive option to extend the Contract term for an additional two (2) year period. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits ____, and ____, attached hereto and incorporated herein by reference.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of the services to be provided under the terms of this Agreement, that the County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself and may perform all or part of such services, when possible, using County employees. During the term of this Agreement, Contractor agrees to provide County with the services described in this Agreement.

4. MAXIMUM OBLIGATION OF COUNTY: During the period _____ through _____, the maximum obligation of County for all HIV Routine Testing services provided hereunder shall not exceed _____ Dollars (\$00,000).

Such maximum obligation is comprised of federal Centers for Disease Control and Prevention (CDC) funds. This sum represents the total maximum obligation of County as shown in Schedule ____, attached hereto and incorporated herein by reference

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule _____, and the BILLING AND PAYMENT Paragraph the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee-for-service, cost reimbursement and/or modified cost reimbursement basis for set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the

close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the actual reimbursable net cost Schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the Schedule(s) for the corresponding Exhibit(s) attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the Schedule(s) for the corresponding Exhibit(s), unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to BILLING AND PAYMENT Paragraph of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the Schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the Schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this BILLING AND PAYMENT Paragraph, an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County’s payment than those units of service, then Contractor shall repay County the difference immediately upon request or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher

than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the Schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the Exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM Paragraph of this Agreement, and the Exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract in this Agreement.

L. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon

the giving of thirty (30) days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.”

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health or his designee.

If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor.

If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease

exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder which are subject to time limitations as determined by Director, and midway through each County fiscal year during the term of this Agreement, and midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or Two Hundred Thousand Dollars (\$200,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to

County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

(1) Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(a) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(b) Any entity that provides health services on a prepaid basis.

8. BUDGET REDUCTIONS: In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set

forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated for services performed hereunder, or by any provisions of this Agreement, during any of County's future fiscal July 1 – June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 11, 12 and 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

B. Renewal Certificates: Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The

County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

(1) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s).

(a) The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

(b) Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

(c) Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(2) Certificates and copies of any required endorsements shall be delivered to County's of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South

Commonwealth Avenue, 11th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement;

(b) Clearly evidence all coverages required in this Agreement;

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(3) Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

C. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

D. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and

Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

E. Failure to Maintain Insurance Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

F. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

G. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

H. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

I. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

J. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County, including but not limited to attorneys' fees.

K. Insurance Coverage Requirements for Subcontractors: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance. Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either.

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

L. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

M. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

N. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

O. Separation of Insured’s: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

P. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

Q. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures. The

County and its Agents shall be designated as an Additional Covered Party under any approved program.

13. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate	\$2 Million
Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

D. Professional Liability Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1

Million per occurrence and/or claim and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. ASSIGNMENT AND DELIGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontractor.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract, any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents,

of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.”

16. COMPLIANCE WITH APPLICABLE LAWS:

A. In the performance of this Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws,

rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 11 and Paragraph 16 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

C. The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be

deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any of the Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

20. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) and attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

21. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at _____ . Contractor's primary business telephone number is (_____) _____-_____ and facsimile/FAX number is (_____) _____-_____. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify

County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

22. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Administrator's Name

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012 -2659

Attention: Acting Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) [Agency name and address] _____

Attention:

/

/

IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

By _____
Contractor

Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

EXHIBIT A

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ROUTINE HIV TESTING IN NON-COUNTY OPERATED
CLINICAL SETTINGS SERVICES AGREEMENT

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EXHIBIT A

**AGENCY _____
HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ROUTINE HIV TESTING IN NON-COUNTY OPERATED
CLINICAL SETTINGS SERVICES AGREEMENT**

1. DEFINITION: Routine HIV testing in clinical settings services provide routine HIV testing to all individuals who visit a variety of clinical settings and meet eligibility criteria, pre- and post-test counseling, linked referrals to appropriate health and social services as needed by the client, and the provision of appropriate HIV risk reduction intervention based on client's need. Such services shall be provided through urgent care facilities. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. Routine HIV testing services are provided free of charge and on a confidential basis. Routine HIV testing services follow the Centers for Disease Control (CDC) and Prevention's Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings, MMWR, September 22, 2006, Vol. 55, No. RR-14.

2. PERSONS TO BE SERVED: Routine HIV testing services shall be provided to eligible at-risk persons from all Service Planning Areas (SPAs), with an emphasis on SPAs 4, 6, and 8. The target populations will consist of young African American and Latino men aged 18–44 who have sex with men and young Latinas and African American women who share injection paraphernalia in SPAs 4, 6 and 8.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is located at: _____ approved by the Office of AIDS Programs and Policy's (OAPP) Director.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s). OAPP reserves the right to approve and deny all requests and will make such decisions based on the appropriateness of the request.

4. COUNTY'S MAXIMUM OBLIGATION:

A. During the period October 12, 2010 through September 29, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for Routine HIV Testing in Clinical Settings services shall not _____ (\$_____).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement as set forth in Schedule(s) ____, and _____. Contractor shall be reimbursed according to an OAPP approved model and reimbursement schedule for services to include, HIV counseling, testing, referral services, disclosure, and partner elicitation at the Office of AIDS Programs and Policy (OAPP) approved reimbursement rates as the currently exist or as they are modified by OAPP.

B. Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: All billings by Contractor shall be in accordance with the following provisions:

A. Third-Party Billing: Contractor shall be responsible for billing and collecting payment from all third-party payors, including reimbursable Medi-Cal and Family Pact items for all HIV-related counseling, testing, and referral services. Such billings shall be in a timely manner and in accordance with applicable regulations, requirements, procedures, and information requests necessary for processing and payment of claims. Contractor agrees that payment by third-party payors shall be considered payment in full, and shall not look to County for co-payments or deductibles. Additionally, Contractor shall not bill County for services or supplies which are reimbursable by another federal, State, or County grants or contracts.

7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide routine HIV testing in clinical settings as described in the Centers for Disease Control and Prevention (CDC) Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings. The CDC recommends that diagnostic HIV testing and opt-out HIV screening be part of routine clinical care in all health-care settings while also preserving the patient's option to decline HIV testing and ensuring a provider-patient relationship conducive to optimal clinical and prevention care. Services include:

A. Screening for HIV Infection: In all health-care settings, screening for HIV infection should be performed routinely for all patients aged 13 to 64 years; all patients initiating treatment for TB should be screened routinely for HIV infection; all patients seeking treatment for STDs, including all patients attending

STD clinics, should be screened routinely for HIV during each visit for a new complaint, regardless of whether the patient is known or suspected to have specific behavior risks for HIV infection.

B. Repeat Screening: Health-care providers should subsequently test all persons likely to be at high risk for HIV at least annually. Persons likely to be at high risk include injection-drug users and their sex partners, persons who exchange sex for money or drugs, sex partners of HIV-infected persons, and MSM or heterosexual persons who themselves or whose sex partner have had more than one sex partner since their most recent HIV test. Health-care providers should encourage patients and their prospective sex partners to be tested before initiating a new sexual relationship. Repeat screening of persons not likely to be at high risk for HIV should be performed on the basis of clinical judgment; unless recent HIV test results are immediately available. Any person whose blood or body fluid is the source of an occupational exposure for a health-care provider should be informed of the incident and tested for HIV infection at the time the exposure occurs.

C. Consent and Pretest Information: Screening should be voluntary and undertaken only with the patient's knowledge and understanding that HIV testing is planned; and patients should be informed verbally or in writing that HIV testing will be performed unless they decline (opt-out screening). Verbal or written information should include an explanation of HIV infection and the meanings of positive and negative test results, and the patient should be offered an opportunity to ask questions and to decline testing. With such notification, consent for HIV screening should be incorporated into the patient's general

informed consent for medical care on the same basis as are other screening or diagnostic tests; therefore a separate consent form for HIV testing is not recommended. Easily understood information materials should be made available in the languages of the commonly encountered populations within the service area. The competence of interpreters and bilingual staff to provide language assistance to patients with limited English proficiency must be ensured. If a patient declines an HIV test, this decision should be documented in the medical record.

D. Diagnostic Testing for HIV Infection: All patients with signs or symptoms consistent with HIV infection or an opportunistic illness characteristic of AIDS should be tested for HIV. Clinicians should maintain a high level of suspicion for acute HIV infection in all patients who have compatible clinical syndrome and who report recent high-risk behavior. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection. Patients or persons responsible for the patient's care should be notified verbally that testing is planned, advised of the indication for testing and the implications of positive and negative test results, and offered an opportunity to ask questions and to decline testing. With such notification, the patient's general consent for medical care is considered sufficient for diagnostic HIV testing.

E. Recommendations for HIV Screening for Pregnant Women and Their Infants:

(1) Universal Opt-Out Screening: All pregnant women should be screened for HIV infection. Screening should occur after a woman is

notified that HIV screening is recommended for all pregnant patients and that she will receive an HIV test as part of the routine panel of prenatal tests unless she declines (opt-out screening). HIV testing must be voluntary and free from coercion. No woman should be tested without her knowledge. Pregnant women should receive verbal or written information that includes an explanation of HIV infection, a description of interventions that can reduce HIV transmission from mother to infant, the meaning of positive and negative test results; and should be offered an opportunity to ask questions and to decline testing.

No additional process or written documentation of informed consent beyond what is required for other routine prenatal test should be required for HIV testing. If a patient declines an HIV test, this decision should be documented in the medical record.

(2) Addressing Reasons for Declining Testing: Providers should discuss and address reasons for declining a HIV test (e.g., lack of perceived risk; fear of the disease; and concerns regarding partner violence or potential stigma or discrimination); women who decline an HIV test because they have had a previous negative test result should be informed of the importance of retesting during each pregnancy; logical reasons for not testing should be resolved, women who initially decline an HIV test might accept at a later date.). Women who continue to decline testing should be respected and shall be documented in the medical record.

(3) Timing of HIV Testing: To promote informed and timely therapeutic decisions, health-care providers should test women for HIV as early as possible during each pregnancy. Women who decline the test early in prenatal care should be encouraged to be tested at a subsequent visit. It is cost-effective even in areas of low prevalence to perform a second HIV test and recommended for all pregnant women during the third trimester (preferably <36 weeks of gestation), who meet any of the following criteria: (1) women who receive health care in facilities in which prenatal screening identifies at least one HIV-infected pregnant woman per 1,000 women screened; (2) women who are known to be at high risk for acquiring HIV (e.g., injection-drug users and their sexual partners, women who exchange sex for money or drugs, women who are sex partners of HIV-infected persons, and women who have had more than one sex partner during this pregnancy); (3) women who have signs or symptoms with acute HIV infection. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection.

(4) Rapid Testing During Labor: Any women with undocumented HIV status at the time of labor should be screened with a rapid HIV test unless she declines. Reasons for declining a rapid test should be explored. Immediate initiation of appropriate antiretroviral prophylaxis should be recommended to women on the basis of a reactive rapid test result without waiting for the result of a confirmatory test.

(5) Postpartum/Newborn Testing: When a women’s HIV status is still unknown at the time of delivery, she should be screened immediately with a rapid HIV test unless she declines (opt-out screening). When the mother’s HIV status is “unknown” at the postpartum stage, then it is recommended that a HIV rapid testing be performed of the newborn as soon as possible after birth so antiretroviral prophylaxis can be offered to HIV-exposed infants. Mothers should be informed that identifying HIV antibodies in their newborn indicates that they are infected. For infants who are in foster care and whose biological mothers have not been tested for HIV, the person legally authorized to provide consent for the infant should be informed that a rapid HIV testing is recommended and the benefits of neonatal antiretroviral prophylaxis are best realized when it is initiated <12 hours after birth.

(6) Confirmatory Testing: In cases where laboratory test results are uncertain, HIV infection status should be resolved before final decisions are made regarding reproductive options, antiretroviral therapy, cesarean delivery, or other interventions. If the confirmatory test result is not available before delivery, immediate initiation of appropriate antiretroviral prophylaxis should be recommended to reduce the risk for prenatal transmission of any pregnant woman whose HIV screening test result is reactive.

F. Communication of Test Results: Definitive mechanism should be established to inform patients of their test results. HIV-negative test results may be conveyed without direct personal contact between the patient and the health-

care provider. Persons known to be at high risk for HIV infection also should be advised of the need for periodic retesting and should be offered prevention counseling. HIV-positive test results should be communicated confidentially through personal contact by a clinician, nurse, mid-level practitioner, counselor, or other skilled staff. Because of the risk of stigma and discrimination, family or friends should not be used as interpreters to disclose HIV-positive test results to patients with limited English proficiency. Active efforts are essential to ensure that HIV-infected patients receive their positive test results and linkage to clinical care, counseling, support, and prevention services. If the necessary expertise is not available in the health-care venue in which screening is performed, arrangements should be made to obtain necessary organization. Health-care providers should be aware that the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 (HIPPA) prohibits use or disclosure of a patient's health information, including HIV status, without the patient's permission.

G. Documentation of HIV Test Results: Positive or negative HIV test results should be documented in the patient's confidential medical record and should be readily available to all health-care providers involved in the patient's clinical management. The HIV test result of a mother also should be documented in the medical record of her infant. If the mother's HIV test result is positive, maternal health-care providers should, after obtaining consent from the mother, notify pediatric care providers of the after birth of an HIV-exposed infant and of any anticipated complications. If HIV is diagnosed in the infant first,

health-care providers should discuss the health implications with the mother and help her to obtain care.

H. Clinical Care for HIV-Infected Persons: Persons who are HIV diagnosed need to be thoroughly evaluated by a clinical care provider of their health status and immune function to determine their need for antiretroviral treatment or other therapy. HIV-infected persons should receive or be referred for clinical care promptly, consistent with USPHS guidelines for management of HIV-infected persons. HIV-exposed infants should receive appropriate antiretroviral prophylaxis to prevent perinatal HIV transmission as soon as possible after birth and begin trimethoprim-sulfamethoxazole prophylaxis at age 4-6 weeks to prevent *Pneumocystis pneumonia*. They should receive subsequent clinical monitoring and diagnostic testing to determine their HIV infection status.

I. Prevention Services for HIV-Negative Persons: HIV screening should not be contingent on an assessment of patients' behavioral risks. However, assessment of risk for infection with HIV and other STDs and provision of prevention information should be incorporated into routine primary care of all sexually active persons when doing so does not pose a barrier to HIV testing. Informing the patient that routine HIV testing will be performed offers an opportunity for them to discuss their HIV infection and risk information, even when it is not sought. Patients found to have risk behaviors (e.g., MSM or heterosexuals who have multiple sex partners, persons who have received a recent diagnosis of an STD, persons who exchange sex for money or drugs, or persons who engage in substance abuse) and those who want assistance with

changing behaviors should be provided with or referred to HIV risk-reduction services (e.g., drug treatment, STD treatment, and prevention counseling). In health-care settings, prevention counseling need not be linked explicitly to HIV testing. Patients might be more likely to think about their risk and HIV reduction at the time of HIV testing. Prevention counseling should be offered or made available through referral in all health-care related facilities serving patients at high risk for HIV in which information on HIV risk behaviors is elicited routinely. Additionally, Contractor shall provide such services as described in Exhibits _____, and _____, Scopes of Work, attached hereto and incorporated herein by reference.

J. Partner Services (PS): is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall provide PS to HIV positive persons in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) - Sexually Transmitted Disease (STD) Control Branch guidelines; California

Department of Public Health (CDPH) - Office of AIDS (OA) guidelines and the terms of this Agreement. The Director of OAPP shall notify Contractor of any revisions to OAPP policies and procedures, which shall become part of this Agreement. All counseling sessions shall take place in a private, face-to-face session in a closed room or area that ensures client confidentiality. All PS shall follow the CDC guidance on HIV Partner Services. Additionally, Contractor shall provide such services as described in Exhibits _____ and _____, Scopes of Work, attached hereto and incorporated herein by reference.

(a) Link to HIV medical care, and other care and prevention services, as necessary, at least ninety-five percent (95%) of newly diagnosed persons living with HIV, identified through PS.

(b) Program staff, who shall include, but not be limited to: HIV Test Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

K. Linkage to care: A Linkage to Care is the direction of an HIV positive client to medical care. For all partners who are identified as HIV-positive, Contractor shall track and confirm all completed referrals.

L. HIV/STD Integration: The Contractor shall follow the guidelines as specified in Attachments II, III and IV.

8. STAFFING REQUIREMENTS:

A. The HIV testing, referral services and Partner Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the CDPH-OA and the CDC, and are linguistically and culturally appropriate.

9. STAFF DEVELOPMENT AND TRAINING:

A. Contractor must ensure that at least one counselor attends the Partner Services training provided by OAPP and/or the State PCRS Program.

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, the Standard Client Level Reporting data for counseling and testing services no later than thirty (30) days after the end of each calendar month. Electronic reporting may also be required. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but not be limited to: signed consent forms for confidential tests, test results, client interviews, progress notes documenting referrals provided, and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information and the statistical summary reports submitted monthly to OAPP. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained.

Contractor shall maintain additional program records as follows: (A) letters of OAPP approval for all materials utilized by the program; (B) documentation of staff job descriptions, resumes, and certificates, Phlebotomy Certification, and a PS certification, HIRS training, as well as, select STD and HIV training as needed or required; and (C) documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation has been discussed with employee.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of service(s) and annually thereafter, Contractor shall obtain and maintain

documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit ____, "Guidelines for Staff Tuberculosis Screening." Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received;
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

14. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS prevention services. Contractor shall submit to OAPP within

sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/performance indicators, two (2) of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached as Attachment 1.

(2) Data Collection Methodology - Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of

care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and/or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events reported shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury;

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

15. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for the implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

16. EVALUATION: Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with OAPP guidance.

17. DATA COLLECTION SYSTEM:

- A. Contractor shall utilize the data system identified by OAPP for collection, data entry, and generation of client-level data to submit to OAPP.
- B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher;

simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Health Services, Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Contractor may seek assistance from OAPP Network Administrator for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

18. HIV NAMES REPORTING REQUIREMENTS:

A. Each provider shall within seven (7) calendar days of receipt of a patient's confirmed HIV test from a laboratory, report the confirmed HIV test to the local Health Officer of the jurisdiction where the health care provider facility is located. The report shall consist of a completed copy of the HIV/AIDS Case Report form, including the patient's name.

B. HIV reporting to the local Health Officer, via submission of the HIV/AIDS Case Report, shall not supplant the reporting requirements when a patient's medical condition progresses from HIV infection to an Acquired Immunodeficiency Syndrome (AIDS) diagnosis.

C. A health care provider who receives notification from an out-of-state laboratory of confirmed HIV test for a California patient shall report the findings to

the local Health Officer for the jurisdiction where the health care provider is located.

D. When a health care provider orders multiple HIV-related viral load tests for a patient, or receives multiple laboratory reports of a confirmed HIV test, the health care provider shall be required to submit only one (1) HIV/AIDS Case Report, per patient, to the local Health Officer.

19. PARTNER SERVICES IMPLEMENTATION PLAN: Contractor shall submit a PS implementation plan for contracted services within ninety (90) days of the receipt of the fully executed Agreement. The PS implementation plan shall be consistent with OAPP guidance.

20. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit ____.

B. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers, social marketing materials), audiovisual materials (e.g., films, videotapes), and

pictorials (e.g., posters and similar educational materials using photographs, PowerPoint, drawings, or paintings).

21. PREVENTION PLANNING COMMITTEE:

A. Contractor shall actively participate in the Prevention Planning Committee (PPC) meetings to assist in the planning and operations of prevention services in Los Angeles County.

22. SUB-CONTRACT AND CONSULTANT AGREEMENTS: Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

23. HIV INCIDENCE SURVEILLANCE: The Contractor is required to complete the Testing History Questionnaire: Self Report Post Test with every client that tests HIV-positive.

24. RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE RESEARCH STUDY OR IMPLEMENTATION: The Contractor may be asked by OAPP to participate in the Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkages to Care Research Study or Implementation. Both the County and the Contractor must agree for participation in this study. The project's goal is to advance current HIV testing algorithms and strategies to determine the feasibility of implementing a same-day result rapid HIV testing algorithm

intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test is used as a confirmatory test for discordance. If both the County and the Contractor agree that the Contractor will participate, Contractor shall provide HIV rapid testing, screening, education and referral services as described in the "Use of HIV Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care Protocol and Procedures Manual". Services beyond the requirements described in this exhibit will be reimbursed on the reimbursement schedule as approved by the Director of OAPP. All rapid testing algorithm activities must be approved in writing by the Director of OAPP or his designee.

25. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV Counseling and Testing services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits ____ and ____, Scopes of Work, attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

26. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency,

disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information of all program staff.

27. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to Los Angeles County Department of Public Health, Office of AIDS Programs and Policy, Prevention Services Division.

28. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit _____, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all provider's delivery service sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

29. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SPECIFICATIONS

AGENCY _____

**ROUTINE HIV TESTING IN NON-COUNTY OPERATED
CLINICAL SETTINGS SERVICES AGREEMENT**

TARGET POPULATIONS:

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	0%	0%	0%	0%	0%	0%	0%	100%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan 2009-2013 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 1

AGENCY'S NAME _____

ROUTINE HIV TESTING IN CLINICAL SETTING SERVICES

Budget Period
October 12, 2010
Through
September 29, 2011

Personnel (Salaries and Employee Benefits)	\$
Operating Expenses	\$
Capital Expenditures	\$
Other Costs	\$
Indirect Cost*	\$
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment II

STD and Hepatitis Guidelines

Table 1: Screening Tests, Interpretation and Recommendations for STDs and hepatitis

DISEASE	SCREENING TESTS	INTERPRETATION		RECOMMENDATIONS
		Negative	Positive	
Syphilis	-Non Treponemal Tests <ul style="list-style-type: none"> • RPR OR IF REACTIVE FOLLOW UP -Confirmatory (Treponemal) Tests <ul style="list-style-type: none"> • TPPA OR • MHATP OR • FTA Abs 	- No Infection * footnote	- If RPR reactive, send confirmatory test	IF RPR and confirmatory test positive: Refer for further evaluation and treatment
Gonorrhea	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	IF NAAT positive: Refer for further evaluation and treatment
Chlamydia	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	If NAAT positive: Refer for further evaluation and treatment
Hepatitis A	-Hepatitis A IgG Antibody	Susceptible to Hepatitis A	Immune to Hepatitis A (past infection or immunization)	If Hep A IgG Antibody negative: Refer for Immunization
Hepatitis B	-Hep B surface antigen (HBsAg) -Hep B surface antibody (HBsAb)	See Table 2		If HBsAg positive: Refer for further evaluation If HBsAb positive: No action needed If HBsAb negative and HBsAg negative: Refer for Hepatitis B vaccination
Hepatitis C	-Hep C antibody (Hep C Ab) -Hep C RNA (Quantitative) to be sent ONLY on Hep C Ab Positive	No infection	Infection	If Hep C Ab positive and Hep C RNA detected: Refer for further evaluation

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal swabs recommended if risk assessment suggests history of rectal and oral sex.
Public Health Lab or Labcorp will perform nucleic acid amplification test on rectal and pharyngeal swabs

Table 2: Interpretation of serologic test results for Hepatitis B virus infection

HBsAg	HBsAb	Interpretation
-	-	*Susceptible
+	-	**Either acute or chronic infection
-	+	Past infection or vaccination (***)immune)

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination

** REFER for further evaluation and treatment

*** Immune: means that they are protected from acquiring hepatitis B infection and do not need Hepatitis B vaccine at this time

Table 3: Suggested Sample of Targeted STD and Hepatitis Tests and Vaccinations based on Risk Groups, if Targeting is implemented

	Syphilis	Gonorrhea/ Chlamydia	Hepatitis A	Hepatitis B	Hepatitis C
Lab Tests	Screening (Non Treponemal) Tests <ul style="list-style-type: none"> Quantitative RPR Confirmatory (Treponemal) Tests If Screening Test positive: <ul style="list-style-type: none"> TPPA <u>OR</u> MHATP <u>OR</u> FTA Abs 	Nucleic Acid Amplification Tests <ul style="list-style-type: none"> Urethral *Rectal *Pharyngeal 	Screening for Hep A immunity: Hepatitis A IgG Antibody	<ul style="list-style-type: none"> Screening for Hep B immunity: Hepatitis B surface antibody (HBsAb) Screening for Hep B chronic infection: Hepatitis B Surface antigen (HBsAg) 	<ul style="list-style-type: none"> Hep C antibody Hep C RNA (Quantitative)
Risk Groups to target specific tests	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	Gay men and non-gay identified men who have sex with men/transgender/multiple genders, and sexually active transgender individuals Note: all sexually active clients requesting STD screening can be tested regardless of above risk	International Travel, recent household contact with Hep A Note: all sexually active clients requesting STD screening can be tested regardless of above risk	IDU, MSM, multiple sexual partners Note: all sexually active clients requesting STD screening can be tested regardless of above risk	IDU, MSM Note: all sexually active clients requesting STD screening can be tested regardless of above risk

*Pharyngeal and rectal swabs need to be done only if risk assessment indicates rectal and oral sex. Public Health Lab or Labcorp will perform nucleic acid amplification test on pharyngeal and rectal swabs

*Vaccine guidelines:

Hepatitis A

<http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5641a3.htm>

Hepatitis B

<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5516a1.htm>

SOLE SOURCE CHECKLIST
To Help Everyone Clinic, Incorporated

Check (√)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
√	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
√	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
√	➤ Other reason. Please explain: The agency chosen is currently providing routine ambulatory testing clinics in underserved, minority communities where there is an unmet need. This is the continuation of a critical CDC program for which services were solicited and no proposers in this area successfully bid to provide these services to this population, which is a requirement of the grant. For 3 years THE has been helping County meet its grant objectives and providing access to a population that lacks these specialized healthcare services and live-saving HIV and STD tests. It is logical that the services continue to be provided by an agency which is meeting or exceeding all goals; and a formal contract in the correct service modality secures a proper contractual arrangement.
	 Deputy Chief Executive Officer, CEO
	9/28/10 Date